

1901-037 Chancery Causes. William M. Verable vs. C. T. Stamper
Lee Co.

Bay, Hickam

CA - Contract Dispute
T - Property

- Deed

To the Honorable H.A.W.Skeen ,Judge of the Circuit

Court of Lee County Virginia:

Humbly complaining your orator, William M.Venable, will respectfully show your honor that he is the owner of a tract of land situated ~~at~~ lying on the north side of Powells mountain and on both sides of Wal-lens Creek, in Lee County Virginia. This tract of land contained a-bout one hundred acres and was conveyed to him by Minerva Bays, all of which will more fully and at large appear by reference to the deed conveying the same, a copy of which is filed herewith as part hereof marked "Exhibit 1".

At the time of the conveyance of said land to your orator one C.T. Stamper, a nephew of the said Minerva Bays was in possession of said land as a tennant at will or by sufference of the said Minerva Bays, and since the conveyance of said land to your orator the said Stamper still remains in possession of said land and refuses to surrender it to your orator. Matters being in this shape on the 7 day of March 1900, more than six months before the first day of January 1901, your orator ^{in the name of his vendor.} had prepared and served a copy of the same, a notice to the said Stamper, demanding the srrender of the possession of said land to your orator on or by the 1st day of January, 1901. This has likewise proved ineffectual and of no avail, the said Stamper refusing to pay any attention to it and declaring, as your orator has been informed that he did not intend to obey it, and that he intended to retain the possession of said land as he long as he desired, and declaring that he would tear up the grass and get all he could off of it and only surrender it when he was lawed off if it. Said notice is herewith filed as a part hereof marked "Exhibit 2".

Your orator will now show your honor that he has instituted, in the Circuit Court of Lee County an action of ejectment against the said Stamper, the purposes of which are to recover the possession of said tract of land, but in the mean time and pending that action, the said Stamper is doing all he can in accordance with his threats to destroy the grass and to render said farm as valueless as possible to your orator.

Your orator will now show your honor that there is about sixty acres of cleared land upon said farm; that most of it is steep, not suited to cultivation and valuable, almost entirely, for grazing purposes; that it has on it about twenty-five acres of fine blue grass with a sod five years old; that this grass land is steep and is worth infinitely more in grass than for any other purpose; and that the destruction of said sod will be an irreparable injury to said land; that he is otherwise so using said land as to injure it so greatly as to amount to waste and destruction.

Your orator will now show your honor that the said Stamper has commenced plowing up said blue grass sod; that he threatens to plow all or most all of it up; and he will do so unless restrained by an injunction. The plowing up of said grass, as before stated, will be an irreparable injury to said land, one which could not be compensated in damages, as said land is alone valuable for grazing purposes and is now well sodded and is very difficult to reseed when the sod growing on it is broken or destroyed.

Your orator will now show your honor that the said Stamper is insolvent and that a judgment against him for damages, should one be obtained, would be unavailing.

Now the object of this bill is to enjoin, restrain and inhibit the said C.T. Stamper from plowing up or in any way breaking, injuring or destroying said blue grass sod, or in any way injuring said tract of land; and being without adequate remedy at law, your orator prays your honor's court of chancery to take cognizance of his cause and grant him proper relief. To this end he prays that the said C.T. Stamper be made a party defendant to this bill and that he be required to answer the same, but he need not do so under oath, as answer under oath is expressly waived; he prays that an injunction be granted him restraining and inhibiting the said C.T. Stamper from plowing up or in any way destroying said blue grass sod, or from plowing or in any way injuring the same; and that he be further enjoined from committing any waste upon, or doing any injury to said tract of land: and that upon a final hearing said injunction be made perpetual, and for full general relief. And as in duty bound your orator will ever pray &c.

C. T. Duncan, P.L.

Virginia, Lee County, to-wit:

This day William M. Venable personally appeared before me, A. B. Munsey, Clerk of the Circuit Court of Lee County, and made oath that the facts stated in the foregoing bill are true as he verily believes.

Given under my hand this the 9th day of January, 1901.

A. B. Munsey
Clerk of Circuit Court of Lee Co. Va.

Jan. 9, 1901

Injunction is hereby awarded against
C. J. Slomper enjoining and restraining him
on his agents or employees from plowing
up the grass on the land mentioned
in the bill, or committing waste
upon said land in any other
way or doing any damage to said
tract of land. But this order
is not to be effective until the
plaintiff or some one for him
shall enter into a bond before
the Clerk of Lee County court in
the sum of \$150, conditioned to pay
all damages the defendant may sus-
tain by reason of this order -
A. B. Munsey } H. A. W. Stone
Clerk } Judge



This Indenture made the 2nd day of
March 1900 between Manerva N Bays
of the Town of Bristol State of Tennessee
of the first part and W^m M Venable of
the county of ~~the county~~ of Lee and state
of Virginia of the second part, Witnesseth
that the said party of the first part for
and in consideration of the sum of one
dollar in hand paid and a further consideration
that the second part will pay off and
satisfy a deed of Trust of \$412.50 that is
due and payable to Henry J Morgan,
bath bargained and sold and by these
presents doth grant and convey to the
said party of the second part, a certain
Tract of land lying and being on Williams
Creek in the county of Lee State of Virginia
and is the same Tract conveyed to Manerva
Bays by Harvey N Norton & wife by deed
dated 30th January 1897, and reference is
made to said deed for meets and bounds
of said land, together with all and
singular the Tenements hereditaments
and all the estate ~~and~~ title and interest
of the said party of the first part therein
and the said party of the first part will
warrant and defend the above granted
premises in the quiet and peaceable.

possession of the party of the second part
his heirs and assigns for ever
In witness whereof I have hereunto
set my hand and seal this day and
date above written

Marcena Bay (Seal)

Virginia

County of Lee } To wit

I G. L. Duff a justice of the peace in
and for said county State of Virginia
do certify that Marcena Bay whose
name is signed to the writing above
bearing date the 2nd day of March 1900
has acknowledged the same before me
in my County given under my
hand this 2nd day of March 1900

G. L. Duff J. P.

Virginia, Lee County to wit:

In the Office of the Clerk of the County
Court for said County, the 19th day of March
1900. This deed was presented and together
with the Certificate thereto annexed,
admitted to record.

Teste: B. M. Morgan Clerk,

Wm M. Venable
From } Deed
Mauwa N. Baiz

"Exhibit 1"

Recorded in Deed Book
no 36 page 24

Examined March 20, 1908
Indexed

Tax	1.00
Cost	1.25
	<hr/>
	2.25

Wm M. Venable

To Mr. C.T. Stamper,

You are hereby notified that I desire possession of the tract of land upon which you now live, which was conveyed to me by Harvey N. Horton and wife, by deed which is duly recorded in the Clerk's office of the Lee County Court. And you are hereby required to deliver said possession to me on or by the 1st day of January 1901. And I hereby notify you further to do no injury to said land and to commit no waste upon it, and I shall require you to pay me full rents for you occupancy thereof for this year. I have made absolute disposition of said land and am required by my contract to deliver the full possession of said land on the 1st day of January 1901, at which time I shall expect said said premises to be vacated by you.

Very truly yours.

March 7th, 1900.

Murren Baers

Minerva Bay

To 3/2 Notice

C. S. Stamp

"Exhibit 2"

William M. Venable
vs. { Bill in Chy.
C. F. Stämpfer

N. M. Noble - Plaintiff
vs. Dr. Lebowitz

C. J. Stouffer - Defendant

This case came on this
day to be heard upon the bill
of the complainant, the answer
of the defendant thereto, the answer
of the defendant & exceptions
in writing, and was argued
by counsel. On consideration
of all which said the Court
not being sufficiently advised
as to the order that should be
entered therein & the ~~statute~~ by
agreement of the parties this Court
has made a vacation, term
& with privilege of any of the
parties who choose to do so to
file briefs before the ~~court~~ Judge
in vacation, and by consent
of parties any order entered hereon
in vacation shall be as binding as if
entered in term. ~~There~~ But
until the entering of said order
this case is continued.

Wm. D. D. -

1854

En. C. B. No. 1546
+ 647.

En. C. B. No. 1546

Mar. 13th 1901

H. W. D. D.

Belmont

The depositions of W. S. Hickam, and W. M. Venable, taken before me J. F. Skaggs, a justice of the peace for the County of Lee, pursuant to agreement of counsel, at the office of J. C. Noel in the town of Pennington Gap, on the 11 day of Sept: 1901, to be read in evidence in behalf of the defendants in a certain suit depending in the Circuit Court of Lee County wherein C. F. Stamper is plaintiff and W. M. Venable and Minerva Bays are defendants.

Present: E. W. Pennington of counsel for Plff.

" J. C. Noel of counsel for Defs.

" C. F. Stamper plaintiff

W. M. Venable one of Defendants.

W. S. Hickam, a witness who has previously been examined is recalled for redirect examination, pursuant to reservation by defendant made at the close of witness's examination, and endorse on page of depositions taken for defendants at the residence of W. M. Venable on the 6, 7, 8, 9, 10 days of August 1901.

Dec 1 In your X Examination, by Judge Pennington at the residence of W. M. Venable.

You were asked the following question

~~Some~~ after Mrs Bays left Trigg Stamper's house and went to Senables, and on Wallens Creek in this County in a conversation with W.E. Fletcher did you not tell him that if you could get a certain thing to work to work and Trigg Stamper got out of the land now in controversy you were to get a part of it - that adjoined you or words to that effect? to which you answered, "If I did I have no recollection of it on earth. I know that I never have had any arrangement to get any of the land from any body."

please state whether or not since your X-Examination above referred to, you have thought over the question ^{here} quoted in and whether or not you might have had such a conversation with Mr. Fletcher, and if you say you might have had such a conversation, please state to what you had reference?

Ans.

I do not yet have any recollection of talking to Mr. Fletcher, though I might; I do not say I did not. If I did it must have been in refer.

to Mrs. Bays once wanting
to sell the land in controversy
to myself and Mr. Venable
jointly.

Yes by Betty.

Ques. 1

When was it that Mrs. Bays
wanted to sell you and Venable
the land in controversy jointly?

Ans

Within two weeks I will say of the
time she decided the land to Venable.

She had named selling it to us some
three or four times. She asked me
to come there on the day she decided the
land to Will Venable. She was to
give me an answer whether she was
going to let me and him have the
land. That is why I went up there
that day. And she then told me
she had decided to let Venable
have the land. She had previous
to that priced the land to us

Ques. 2

Had you and W. M. Venable
talked together of buying the land
~~together~~ that is jointly?

Ans

Yes.

Ques. 3

How often did you and he
talk about buying it jointly?

Ans I don't know how many times, though more than once. May be three or four times more or less.

Ques. 4 When were you the first time you remember of talking with Mr. Venable about buying the land together jointly? and where were you the last time?

Ans The first time was at Venable's house sitting by the fire, but I don't remember where we were when we talked last about buying the land.

Ques. 5 How much did Messrs. Briggs ask you and Venable for the land?

Ans He asked \$2000.⁰⁰ above the deed of Trust going to me and Venable.

Ques. 6 Some time in the fall of 1899 at or near J. E. Gillewaters house on Hallens creek in this county, did you not tell him, if you and Venable could get Briggs to take for off the land in satisfaction, you had a damned good thing in it; or words of that kind?

Ans I don't remember of ever talking

to J. E. Gillenwaters about - it - at all
any time.

Ques. 7 If you had have had such
talk to him, you would have
remembered it, don't you think?

Ans I think I would.

Ques. 8 So you say then that you
did not have such talk to Mr.
Gillenwaters?

Ans I do.

Ques. 9 ~~How often~~ Has it before or
after the deed of trust was given
to you and Venable that Mrs.
Bays proposed to sell you
and Mr. Venable the land in
controversy?

Ans After.

Ques. 10 If you & Venable ^{had have} bought the
land in controversy together, how
did you and he expect to get
Stamper out of the possession
of it?

Ans I don't know whether we ever talked
about that or not. We expected to
buy it of Mrs. Bays.

Ques. 11 How would Mrs. Bays offer
to sell you & Venable the land?

did you mention to her first about buying it, or did she first propose to sell to you and him?

Ans. My recollection is that Mrs Baigs proposed the trade to us first.

Ques. 12 Did you and Tumble take her offer, or did you make her a different price?

Ans. We did not accept - her nor make her an offer; we were to study over the matter and meet back then to decide on the matter.

Ques. 13 After she made you & Tumble the proposition aforesaid did you and him talk together and agree with each other what you and him would give her for the land? If so how much?

Ans. We talked the matter over between ourselves, and agreed that we would not give her price, but we did not agree as to what we would pay her for it.

And further this deponent says that not:

W. S. Hickman

W. M. Venable, another witness of lawful age being duly sworn deposes and says:

Ques 1) State your age, residence and occupation?

Ans. Am 32 years old, reside on Wallens Creek Lee County, Va. and am a farmer.

Ques 2 Are you acquainted with C. T. Stampfer the plaintiff; and Minerva Bays one of the defendants in this suit; and if so how long have you known them?

Ans. I am. I have known them both ever since I can recollect.

Ques 3 What relation are you to them if any?

Ans. Mrs. Bays is my aunt; T. C. Stampfer & I are first cousins.

Ques 4 Are you the W. M. Venable that is sued in this cause along with Minerva Bays?

Ans. I am.

Ques 5 Do you know the land in controversy in this suit?

Ans. I do.

Ques 6 Who now holds the legal title to said land, if you know?

Ans. I do.

Ques 7 Have you a deed to said land? and if so who made you said deed?

Ans. I have. It was made to me by Minerva Bays.

Ques 8 Where is said deed?

Ans. It is filed in my suit which I brought against C. J. Stampfer on the chancery side of the court, and may there be seen.

Ques 9 Please relate in detail an account of the circumstances which led up to the execution of the deed for the land in controversy to you by Mrs Minerva Bays?

Objected to because any thing he and Mrs. Bays might have said, ~~would~~ be self serving; or his reasons for taking the deed to himself would be no defence for his fraud if any has been committed. He can only give facts & not conclusions from facts

and the facts he may de-
tail must be germane to
the issue in this case?

E. W. Pennington for Jeff

Ans.

She told me about having
made Trigg the offer if he
would pay the \$412.50, she
would deed him the land and
she said he would not do it;
I then told her if she
would deed me the land,
I would pay the \$412.50.
that is, the deed of trust.

Before this she had proposed
to sell the land to H. S. Hickman
and myself. But we did not
buy it. I did agree to pay the
said \$412.50 and she agreed
to take it, and she thereupon
did make me the deed to the
land.

Said answer is objected to fur-
ther because the deed its-
elf is the best evidence of its
consideration, and because
what Mrs. Bays said to the
witnesses was not shown

to have been said in the pres-
ence and hearing of Stanger.
Pennington for Cawforth

Ques 10 Is the \$412⁵⁰ mentioned by you
in the preceding answer, the same
~~now~~ as the \$412⁵⁰ which is recited
in the deed made by Mrs Bays to
you, for the land in controversy?

Ans.

It is.

Ques 11 To whom was said \$412⁵⁰ owing by Mrs
Bays, and how was it secured?

Ans.

When ~~she~~ and Mr. Furgun-
son and Mrs. Bays came for-
mised, she borrowed the \$412.50
from the Powers Valley Bank;
it went on a while and W. J.
Morgan advised Mr. H. S.
Stickum and myself, who had
gone on Mrs. Bays note as
sureties, to take a deed of
trust on the land in contro-
versy, to secure ourselves, and
we did so; and after Mrs. Bays
gave us the deed of trust, we
took up Mrs. Bays note, and
Mr. Stickum and I gave our
own note for her at said bank.

Ques 12

Have you since the said deed was made to you by Mrs Bays, paid off the note executed by yourself and W.S. Hickam to the Powels Valley Bank, and released Mrs Bays from the payment of the said \$412 ⁵⁰?

Ans.

I have not paid it. But after the Powels Valley Bank went into new hands, and S. Dodge Morgan went out out of its management, I paid up the interest, and took up the first note which Mr. Hickam and I had given ^{jointly}, and I then gave my note as principal and Mr. Hickam as surety for this note; and this last note is still outstanding and unpaid. I have released Mrs. Bays from its payment.

Ques 13

Up to the time Mrs Bays made you the deed to said land, did you know that Digg Stamper claimed to be the owner of said land?

Ans.

I did not.

Ques 14

How did you understand happened to be living on said said land?

Objected to because his
understanding may have been
erroneous and not warranted
from the facts from which
he got his understanding.
Edw. Remington for ~~himself~~

~~Ques.~~ My understanding was
that he was on the land
running it on the halves
for Mrs. Bays.

Wms 15

pro

Dues 6

Are you acquainted with J. W. Hall
Yes, I know him.

State whether or not you and
the said J. W. Hall were riding down
the road together, through the farm
^{in controversy} one day, soon after it had been
bought; and a conversation came up
between you and him about the
amount of money that had been
paid for the land by J. M. Slamper,
in which you asked him if he did
not think Mr Slamper had paid
too much money for the land, and
whether or not you further told him
that you understood that your Aunt
Nerv (that is Mrs Bays) had purchased

the land for Trigg & Stamper?

Ans.

I did not.

Dec 17

Do you know C. F. Davis?

Ans.

Yes.

Dec 18

Did you ever have a conversation with said C. F. Davis, at your house or any where else, either before or since Mrs Bays made you the deed to ~~and~~ the land in controversy, to which you mentioned about Mrs Bays having Trigg, and that you guessed Trigg would sue her for the land, and that Mrs Bays said that she claimed the land and that Trigg had no contract for it? or words to that effect?

Ans.

I have no recollection of ever talking to him about it. He and I are not good friends and we rarely ever talk.

Dec 18

If you had have had such talk to him, would have remembered about it?

Ans.

I think I would.

Dec 19

While Mrs Bays was staying on the land in controversy in the house with Trigg & Stamper, ~~whether~~ if did you go there and have secret talks with Mrs Bays, and send others there

to do the same, for the purpose of dis-satisfying her with her home, and to persuade her away from the plaintiffs home, that you might procure from her the property of said plaintiff, and any or all of the property which Mrs Bayo then had?

Ans. I did not.

Ques 20 Did you induce Mrs. Bayo to leave the home of the plaintiff?

Ans. No.

Ques 21 Did Mrs. Bayo come to your home after she had ~~left~~ gone away from the house where she and the plaintiff had been living, on the land in controversy, if so, please state if you know why she came to your home?

Ans. After she came back from Bristol, she stayed at Driggs about 3 weeks, and came to my house one morning and said she had nearly forgotten the night before. I told her she did not have to live that way, and she never went back to Driggs any more, and

has made my house her home ever since, except about two months when she was in Bristol

Ques 22. Previous to the time said Mrs Bays made you the deed to the land in controversy, ~~or~~ had she purchased a nice farm and given it to you?

Ans. No.

Ques 23 At the time Mrs Bays made you the deed to the land in controversy, to wit on the 2nd day of March 1900, did you have full knowledge of the rights of the plaintiff ^{a right claimed by the} and did you then know that he had, or ~~even~~ that he even claimed to have, purchased said land for Mrs Bays in consideration of ~~his~~ agreement to support and maintain the said Mrs Bays during her life time on the said farm by giving her a ~~living~~ and board?

Ans. No sir. I didn't know it, or that he claimed it.

Ques 24 Did you, wickedly contriving to defraud and cheat the said plaintiff, out of his rights in said land, wickedly and wrongfully set about to procure from said Mrs Bays, the legal title to said land?

Objected to because leading.

Drummington for Campbell

Ans.

I think not. I did not consider that I did. I did not know he had any title to the land or interest in it.

Ques 25.

State whether or not you exerted any influence, either by persuasion, intimidation or in any other manner over Mrs. Bays, to get her to make you a deed to said land?

Ans.

I did not.

Ques 27.

Did you and W. S. Hickam at any time prior to the day on which Mrs. Bays ~~made~~ sold you the ^{same} land and made you a deed for the same, talk any about buying the ~~same~~ said land? and if so about how long was it before you purchased the said land?

Ans.

We did talk of buying the land together some week or two days before Mrs. Bays made us the deed to the land.

Ques 28

In your and said Hickam's conversations about buying said land, or in

any talks you and he may have had about her giving you and Hickam a deed of trust on said land, did Hickam tell you that Trix claimed the land, or did you and

Ans.

Yes.

X Examination

Ques. 1

You say Mrs. Bays did not purchase and give you a farm sometime before she deeded you the land in controversy; did she not give you the money or a part of it with which to buy a farm with?

Ans

She gave me \$181⁰⁰. That is she let me have that much, I gave her my note for it.

Ques. 2

What l. - came of the note you gave her for the \$181⁰⁰.

Ans

She held the note till about a year ago, when she gave it up to me.

Ques. 3

Did you pay her the money back or did she simply give you the note.

Ans She gave me the note.

Ques. 4 What tract of land was this \$181⁰⁰ paid on?

Ans On the George Glass land.

Ques. 5 How much were you to give for this tract of land.

Ans Eight Hundred dollars.

Ques. 6 Do it are paid for?

Objected to because immaterial and irrelevant? J. C. Noel for Defto.

Ans There is about \$190⁰⁰, behind on it - yet.

Ques. 7 With your own money have you paid what has been paid on this land, except the \$181⁰⁰

Ans I have.

Ques. 8 How soon after you got Mrs. Bayo deed to the land in controversy until you told Trigg you had a deed for the land?

Ans I don't know: it was not long however. I told him about one day there across the road.

Ques. 9 Was it before or after

you gave your individual
note for the \$412.50 to the
New Potosi Valley Bank, that
you told him you had a
deed for the land?

Ans I think it was after.

Ques. 10 Had Prigg put out his corner
post when you told him
you had a deed for the land?

Ans No, sir.

Ques. 11 Why did you wait a few
days before telling him after
you got the deed to the land?

Ans I don't think I had seen him,
before, after she had made me the deed.

Ques. 12 ~~What~~ What is the nearest
date you can fix that Mrs.
Bays came to your house to
live?

Ans I don't know just when, but I think
it was either in November or December
of 1899. I think it was on the 9th day
Nov 1899, that I went to Duffield after
her. She then went to Prigg's and stayed
there about three weeks, and then she
came to my house, and stayed there
till April 1900, when she went to Potosi
and stayed some two months and came

back to my house ~~in~~ again, and I have made it her home ever since.

Ques. 13

When did you first find out that Prigg was claiming the land in controversy?

Ans

Some time shortly after the deed was made.

Ques. 14

Who ^{first} told you, he was claiming the land?

Ans

I don't know who was the first one that told me, I had heard several say he was claiming the land. I then told him that I had a deed for the land, and we talked about it.

This was the time I mentioned awhile ago, about talking to him across the road from his house.

Ques. 15

At the time you took up that \$12.00 given by you and Hickam, and in its stead presented you were as principal with Hickam as surety, were you then informed that the Powell's Valley Bank had changed hands, and that you were giving your note to the New Powell's Valley Bank under a new name, agreement.

Ans I don't know whether it was then that I was informed of the change or not: I have renewed the note a time or two, I know I had been informed at the time I renewed the note that the management had been changed, but I can't say whether I had been so informed or not: at the time I executed my individual note and took up the joint note of Hickman and myself.

Ques. 16 ~~How~~ How long have you paid the interest on said \$412.50?

Ans Ever since the deed was made.
Ques. 17 Who was present when Mrs. Bayo made your her deed?

Ans G. C. Duff, Dr B. T. Young, my mother, my wife, Bert Venable and W. S. Hickman. The last named two were not right in the head at the time the deed was signed and acknowledged, but they were about the house some where.

Ques. 18 What did you leave Dr. Young there for? Was it not for him to see the mental condition of Mrs. Bayo at the time?

Objected to because the sanity of Mrs Bays is not brought into the question by the pleadings, and is therefore immaterial and irrelevant.

J. C. Hoel for depts.

Ans That is why he was there, but Mrs Bays sent for him herself. He and G. B. Duff were there two days, on Wednesday and Friday following.

Ques. 19. Do you see S. J. Farnum?

Ans I do.

Ques. 20 Do you remember seeing and talking to him at your house on the day Mrs. Bays made you the deed?

Ans No sir. He was not there that day, but he passed the Wednesday before the deed was made on Friday, but I do not remember of talking to him.

Ques. 21 At or near your yard fence did you not come up to where said Farnum and H. S. Hibbard were talking; and did not the following conversation occur between you and said Farnum: "How is Mrs. Bays to day" and did you

not reply "she runs a little better to day" then did not said Fannan ask you; "do you suppose they will send her off", and did you not reply to him; "I don't know; if she answers the questions right I don't guess they will" or words of such import?

Ans No sir. If Mr. Nickerson and Fannan were talking there. I don't remember seeing them at all.

Ques. 22 This is the deed to you for the land in controversy and who paid him?

Ans G. C. Duff wrote the deed, and Mrs. Bayo paid for it.

Ques. 22 On the same day or about the same time Mrs. Bayo made you a deed to the land in controversy, did she not also make your wife a deed for her property in Bristol.

Objected to because immaterial and irrelevant. Mrs. Bayo having the right to do as she pleased with her Bristol property.

J. C. Noel for Duff.

Ans
Ques. 23

She did on the same day.
What is the rental value of the Bristol property per month; and, not you and your wife been getting the rents for the same ever since Mrs. Bays conveyed the same to your wife?

Objected to because immaterial, irrelevant and impertinent.

J. C. Noel for Defs.

Ans

One house has been vacant since March 1901, the others rents for about \$20.00 or \$25.00 per month. But when all were rented, the three netted about \$25.00 per month, my wife and I have been getting said rents since deed was made.

Ques. 24 Has the \$181.00 note given to you by Mrs. Bays before or after she went to your house to live?

Ans

After.

Ques. 24

Do you remember whether you had had the deed Mrs. Bays made you, recorded before or after you told Trigg

at the road near his house, that you had her deed for the land in controversy.

Ans. I don't think I did have it recorded at the time I told him ^{not} but, did you take up the \$412.50 note of Yames and Hickams and execute your note for the same with Hickam as surety the same time you took Mrs. Bays deed to you to preserve to have recorded?

Ans. I don't recollect whether I did or not.

Ques. 26 Did you take up this note before the deed was recorded, or did you have the deed recorded before you took up the note?

Ans. I do not remember. But I think I took up the note the first county court afterwards the deed was made to me.

Ques. 27 Where is the deed of trust which Mrs. Bays gave you and Thos. Hickam

Ans. It is at home.

Ques. 28

Will you send it to Mr. Skaggs
and let him file it here with
your depositions?

Ans

I will, but reserve the right-
to with-draw it- from the files of this
suit- when the cause is terminated.

And further this deponent sayeth
not.

W. M. Venable
Virginia & c County Court?
~~Virginia & c County Court?~~

G. J. H. Skaggs a justice of the
peace for the county and state
aforesaid do ^{hereby} certify that the foregoing
depositions of W. S. Hickman and W. M.
Venable, were duly taken, sworn to and
subscribed before me at the place and
time mentioned therein and in the caption
thereto pursuant to a agreement of counsel.
In witness whereof I have set my hand
and ~~affix~~ on this 11 day of September
1901.

J. H. Skaggs J.P.

W. M. Venable et al
vs Depositions

L. F. Stamper

Filed by agreement
of Atty. this the 8th
day of October 1901

A. B. Mursey Clerk

Costs.

Justice 6 hrs \$4.50

A. B. Mursey
Witness 2 days 1.00

To Pennington Bros. Attorneys for C.T.Stamper &c.

You will please take notice that on Wednesday the 9th day of April, 1902, we will apply to the Clerk of the Circuit Court of Lee County, Virginia, for a transcript of the record in the Chancery cause lately determined by the Circuit Court of said County in which C.T.Stamper was complainant and William M.Venable and others were defendants. The object of applying for such transcript is to present the same to the Judges of the Supreme Court of Appeals of Virginia for an appeal from the judgment and decree of the Court rendered in vacation in said cause.

Very respectfully.

April 8th, 1902.

William M.Venable

Minerva Bays.

By Counsel.

L. T. Rouse
J. C. Kell
Attys

Verable & Bay
vs. Z Notice
Stamp.

Executed by delivering
a true copy of this notice
to R. H. Punnett one
of the firm of Punnett
Bro. counsel for C. T. Stamp,
a complainant in the
foregoing cause of C. T.
Stamp vs. Hon. M. Verable
it, for him self and another
for Z. W. Punnett the
other member of said firm
on this the 8th day of April
1902. Given under my
hand April 8th 1902.

C. T. Duncan

Sworn to before me by C. T. Duncan
on April 8th 1902.

Geo. P. Cridder N. P.

My com. expires Jan. 12, 1905.

This deed made this 30th, day of January 1897, By and between Harvey N. Horton and Ella Horton his wife of the County of Lee and state of Va. of the first Part and Minerva Bays of Sullivan County State of Tenn. of the second Part, Witnesseth that in consideration of the sum of two thousand two hundred and fifty dollars \$2250.00 to them in hand Paid and secured to be paid as follows to-wit; \$1250.00 in cash Paid in hand and one thousand \$1000.00 to be paid in three months from date by the said Party of the ~~second Part with interest from date on the deferred Payment until paid the~~ receipt of which is hereby acknowledged do by these Presents grant bargain, sell, deliver and convey unto the said Minerva Bays a certain tract or Parcel of land lying and being in the county of Lee State of Va. and on the waters of Wallins Creek, and further known as the land (or Part of the land) sold to the said Harvey N. Horton by Henry T. Furguson and said to contain one hundred acres be the same more or less, but is sold by the boundary and not by the acre, to-wit. Beginning, on a rock or some bushes known as the Preston and Hickam corner and in William Bryants line, Thence running southwardly with the Preston and Hickam line to the top of Powells Mountain (so as to divide a large spring on the North side of said Mountain known as the Fergusson and Hickam spring) to rock corner on the top of said Mountain thence Westwardly with the top of Mountain to a rock corner between two of the Horton boys as made by said Harvey N. Horton thence Northwardly with a line as agreed upon in a division between said boys to some small apple trees or a rock corner by the side of big road thence Eastwardly with said road crossing the creek to a rock corner, thence Northwardly with a lane or road to a bush or rock past Harve Hortons house thence Westwardly to a rock on a parallel line with corner of Big road, thence Northwardly with said line to a rock corner in the Bryant line, thence Eastwardly with Bryants line to the Beginning. To have and to hold said tract or Parcel of land together with all its appurtenances thereunto belonging except a right away to the spring reserved for the benefit of Hary N. Horton running from said Harvey N. Hortons house to the said spring now used by said

Harvey N. Horton, unto the said Minerva Bays and her heirs forever, and the said Harvey N. Horton and Ellen his wife do warrant generally the tract of land hereby sold and conveyed. Witness the following signatures and seals this the day and year first herein written.

his
Harvy N. X Horton (Seal)
mark
Ellen her
Ellen X Horton (Seal)
mark

State of Virginia, Lee County to-wit;

I, E. A. Robinett an acting Justice of the Peace within and for said county do certify that Harvey N. and Ellen Horton whose names are signed to the foregoing deed bearing date Jan. 30th, 1897 severally appeared before me in my county & state aforesaid and acknowledged that they did sign the above deed as their own free act and deed, in witness whereof I have hereunto set my hand this 1st, day of February, 1897.

E. A. Robinett J. P.

Virginia, Lee County to-wit;-

In the Office of the Clerk of the County Court for said County the 16th, day of April 1899. this deed was presented and together with the certificate thereto annexed admitted to record.

Teste; S. V. F. Richmond Clerk

By M. D. Richmond D. C.

A Copy Teste;- *B. M. Morgan* ----- Clerk.

D. B. 35 Page 167-8.

Minerv Bays

From 1860

Harvey N. Horton et al.

Claim for a By 1860.

W.M.Venable

Vs.

C.T.Stamper.

To the Honorable H.A.W.Skeen, Judge of the Circuit
Court of Lee County, Virginia:

Complainant excepts to that part of the answer of the said defendant on page 1, lines 23 to 31 inclusive, because the same presents no legal defence to the bill.

Second.- that part of said answer on page 2, beginning in line 13 with the words "and charges &c." to and including line 18 on said page, is excepted to because the same furnishes no grounds of defence to the plaintiffs bill which is available to said defendant. That defence is personal, if a defence to Minerva Nays, respondent's vendor and is something with which this defendant has nothing to do.

Third. That part of said answer beginning with line 24 on page 2 and embracing the balance of said page, all of page 3 and down to and including line 20 on page 4 is excepted to because the same affords no legal defence to the plaintiff's bill. The contract attempted to be set up in said part of said answer is verbal and in no way enforceable even if true. It affects alone the said Minerva Nays and such defence cannot be set up collaterally against the allegations of the plaintiff's bill.

Fourth. That part of said answer on page 4 beginning with line 21 and including the balance of that page and all of page 5 down to and including line 20 of page 5 is excepted to because, although it may be, if it were true, an interesting bit of family history, affords no defence to this bill, which is one filed alone for the purpose of staying waste.

Fifth. That part of said answer beginning with line 21 on page 5 to and including line 10 on page 6 is excepted because affording no defence. Said deed shows that it is properly stamped as the law requires, the stamp on it being fifty cents and the consideration less than five hundred dollars. But said deed if not properly stamped would still be good between the parties, and the only remedy would be for the United States government to collect the balance of the tax if anything

Sixth. That part of said answer beginning with line 11 on page 6 to and including line 21 on the same page, is excepted to because affording no proper defence to said action.

Seventh. That part of said answer beginning with line 22 to and including line 28 on the said page 6, is excepted for the same reasons stated above.

Eighth. That part of said answer beginning with line 29 on page 6 to and including line 3 on page 30 is excepted to because affording no proper defence

*C. T. Duncan
J. C. Noel 3 attys
for Plaintiff*

Wm M. Venable

95-3 Geo. Shaw to
answer

B. L. Stampin

The Commonwealth of Virginia,

To the Sheriff of the County of Lee, Greeting:

WE COMMAND YOU, That you summon

C. L. Stamper

to appear at the Clerk's office of the Circuit Court of the County of Lee, at the rules to be held for the
said court, on the *3rd* Monday in *January* 1901, to answer a bill in

chancery exhibited against

him

in our said court by

Wm M

Venable

And have then there this writ.

Witness, A. B. Munsey, Clerk of our said Court, at the court-house,

the *10th* day of

January

1901, and in the 12

th
5

year of the Common-

wealth.

A copy, Teste:

A B Munsey

Clerk.

Clerk.

This day personally appeared before me, A. B. Munsey, Clerk of the Circuit Court for Lee County, Va., Daniel Byington and made oath that he served the within process on the 11th day of January, 1901, by delivering an office copy of the same and giving information of its purport to Mary Stamper, wife of said E. T. Stamper, ^{at the present office of abode of the said E. T. Stamper} she being a member of his family over the age of 16 years, and the said E. T. Stamper not being found at his usual place of abode. Given under my hand this 18th day of Jan. 1901. A. B. Munsey Clerk

Wm. M. Verable

SUBPENA
IN CHANCERY.

VS.

E. T. Stamper

E. T. Duncan p. q.

To 2nd January Rules.

Circuit Court.

The necessary bond having been given the defendant E. T. Stamper is forbidden and restrained from blowing up the road on the land in the bill mentioned, and from committing any waste on said land, or doing any damage to said land in any way. Given under my hand this the 10th day of January 1901. A. B. Munsey Clerk